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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

GRAND VIEW FINANCIAL, LLC,

Debtor and Debtor in Possession.

Case No.: 2:17-bk-20125-RK

Chapter 11 Case

**DEBTOR'S (1) FOURTH CHAPTER 11
CASE STATUS REPORT AND
(2) REQUEST TO CONTINUE STATUS
CONFERENCE**

Hearing:

DATE: January 8, 2019

TIME: 1:30 p.m.

PLACE: Courtroom 1675
255 E. Temple St.
Los Angeles, CA 90012

Grand View Financial, LLC, the Chapter 11 debtor and debtor in possession herein (the "Debtor"), respectfully submits this fourth status report (the "Fourth Report") in compliance with the *Order Setting Scheduling And Case Management Conference* entered by the Court, the continued Chapter 11 status conferences held by the Court after the initial Chapter 11 status conference, and the Debtor's First Chapter 11 Case Status Report (the "First Report") and Debtor's Second Chapter 11 Case Status Report and Third Chapter 11 Case Status Report filed in connection therewith.

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2 **A. BRIEF DESCRIPTION OF THE DEBTOR'S BUSINESS AND OPERATIONS,**
3 **IF ANY, AND THE PRINCIPAL ASSETS AND LIABILITIES OF THE**
4 **ESTATE.**

5 **1. GENERAL BACKGROUND.**

6 On August 17, 2017 (the "Petition Date"), the Debtor commenced its bankruptcy case
7 by filing a voluntary petition under Chapter 11 of 11 U.S.C. § 101 et seq. (the "Bankruptcy
8 Code").¹ The Debtor is operating its estate and managing its financial affairs as a debtor in
9 possession pursuant to Sections 1107 and 1108. An Official Committee of Unsecured
10 Creditors has not been formed.

11 **2. THE DEBTOR'S BUSINESS AND REAL PROPERTY.**

12 The Debtor is a Wyoming limited liability company that was formed in 2015. The
13 Debtor is in the business of acquiring distressed real property (each a "Property" and,
14 collectively, the "Properties") in situations where public records and documents available to the
15 Debtor demonstrate that the claim allegedly secured by the underlying subject Property (each an
16 "Alleged Secured Claim" and, collectively, the "Alleged Secured Claims") and the related trust
17 deed purportedly securing the Alleged Secured Claim pursuant to a lien on the subject Property
18 (each an "Alleged Lien" and, collectively, the "Alleged Secured Liens") suffer from defects
19 rendering the Alleged Secured Claim and/or related Alleged Lien unenforceable and/or invalid.
20 The defects are often the same defects that were part of the mortgage crisis and resulting
21 implosion of the U.S. economy 2007 and/or were the result of efforts by surviving lenders,
22 servicers, and mortgage trustees to quickly foreclose on and liquidate real estate assets without
23 following applicable law.

24 In situations where the Debtor identifies a Property it is interested in acquiring, the
25 Debtor seeks to enter into a group of agreements with the then owner of the Property (each a
26 "Former Owner" and, collectively, the "Former Owners") intended to mutually benefit the
27 Debtor and the Former Owner. In a typical transaction in which the Debtor acquires a Property:

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¹ Unless otherwise stated, all Section references herein are to the Bankruptcy Code.

1 (a) the Debtor and the Former Owner execute a Real Estate Shared-Equity
2 Transaction & Purchase and Sale Agreement (each a “Sale Agreement” and, collectively, the
3 “Sale Agreements”) pursuant to which, among other things, the Former Owner sells the subject
4 Property to the Debtor in exchange for an Unsecured Promissory Note (each an “Unsecured
5 Note” and, collectively, the “Unsecured Notes”) from the Debtor in a mutually agreed upon
6 amount, which Unsecured Note is only payable in the event the Debtor is able to eliminate the
7 Alleged Lien on the Property (at the sole expense of the Debtor) thereby increasing the equity in
8 the Property, which is to be shared between the Former Owner and the Debtor according to the
9 terms of the subject Sale Agreement and Unsecured Note;

10 (b) the Former Owner executes a Grant Deed (or sometimes a Warranty Deed or
11 Quitclaim Deed) transferring title to the Property to the Debtor; and

12 (c) the Debtor and the Former Owner execute a Month to Month Rental Agreement
13 (each a “Rental Agreement” and, collectively, the “Rental Agreements”) whereby the Former
14 Owner leases back the Property from the Debtor.

15 Through the Petition Date, the Debtor acquired 42 Properties. In the ordinary course of
16 its business, the Debtor acquired an additional three Properties after the Petition Date, and the
17 Debtor may acquire other Properties. Unfortunately, prior to the Petition Date, approximately
18 28 of the 45 Properties (each a “Foreclosure Property” and, collectively, the “Foreclosure
19 Properties”) were purportedly foreclosed upon. The Debtor has decided to stop pursuing
20 recovery on 22 of the Foreclosed Properties. Thus, at present, the Debtor has an interest in
21 and/or is pursuing recovery on approximately 23 Properties.

22 **B. THE PRINCIPAL ASSETS AND LIABILITIES OF THE DEBTOR AND ITS**
23 **ESTATE.**

24 The Debtor’s principal assets are the Properties in which the Debtor has an interest,
25 which have an estimated current fair market value of approximately \$33.2 million.

26 The Debtor’s principal liabilities include the Alleged Secured Claims, which are
27 allegedly secured by the Alleged Liens on the Properties, and which Alleged Secured Claims
28

total approximately \$25.067 million. As discussed herein, the Debtor disputes the validity of the Alleged Secured Claims and Alleged Liens and intends to challenge them in the context of the Debtor's bankruptcy case. The Debtor also challenges the validity of the foreclosures on the Foreclosed Properties. The elimination of some or all of the Alleged Secured Claims and Alleged Liens and the recovery of some or all of the Foreclosed Properties would create substantial equity in the Properties for the benefit of the holders of other allowed claims and interests.

The second principal liability of the Debtor is for general unsecured claims evidenced by the Unsecured Notes, which were issued by the Debtor to the Former Owners as part of the consideration in exchange for the Properties. The claims evidenced by the Unsecured Notes total approximately \$15.7 million.

C. WHAT PRECIPITATED THE BANKRUPTCY FILING?

On the Petition Date of August 17, 2017, the Debtor filed the instant Chapter 11 bankruptcy case in order to, *inter alia*, (1) address and resolve various claims against the Debtor, including, but not limited to the Alleged Secured Claims, (2) where necessary, invalidate purported pre-Petition Date foreclosures on the Foreclosure Properties and/or avoid alleged transfers pursuant to purported pre-Petition Date foreclosures on the Foreclosure Properties and recover title to the Foreclosed Properties, (3) facilitate the sale of the Debtor's Properties free and clear of all liens, claims, and interests, and (4) propose and confirm a Chapter 11 plan of reorganization.

As of the Petition Date, the Debtor intended (1) to initiate adversary proceedings (each an "Adversary" and, collectively, the "Adversary Proceedings") and/or claim objections (each a "Claim Objection" and, collectively, the "Claim Objections") to (a) invalidate, reverse, or avoid the purported foreclosures on the Foreclosure Properties and (b) challenge and eliminate all of the Alleged Secured Claims and related Alleged Liens, (2) to sell the resulting unencumbered Properties for the highest and best price (subject to any rights of first refusal a Former Owner may have to repurchase the subject Property), and (3) to propose and confirm a Plan whereby all

1 allowed secured claims (which the Debtor believes will be limited to some tax claims against
2 certain of the Properties), administrative claims, priority claims, and general unsecured claims
3 (largely if not entirely comprised of amounts payable to the Former Owners pursuant to the
4 Unsecured Notes) will be paid in full, with the surplus distributed to the Debtor's owners, which
5 was the Debtor's original exit strategy.

6 While the Debtor disputes the enforceability and validity of the Alleged Secured Claims
7 and Alleged Liens forming the purported basis for the foreclosures on the Foreclosure
8 Properties and/or the standing of the parties effectuating the foreclosures and, therefore, the
9 validity of the purported foreclosures on the Foreclosure Properties, the Debtor has decided to
10 somewhat alter its original bankruptcy and exit strategy. More specifically, the Debtor took
11 actions, including the initiation of Adversary Proceedings (which included Claim Objections),
12 in an effort to invalidate, reverse, or avoid the purported foreclosures on certain of the
13 Foreclosure Properties and to challenge certain related the Alleged Secured Claims and Alleged
14 Liens forming the purported basis for the foreclosures on the Foreclosure Properties. However,
15 the Debtor, in an exercise of its business judgment, later determined that the cost of pursuing
16 most other potential Adversary Proceedings and Claim Objections likely outweighed the benefit
17 to be gained in such Adversary Proceedings and Claim Objections, particularly when
18 considering prior results before this Court, the costs of litigating the Adversary Proceedings and
19 Claim Objections, and the delay and risks inherent in litigating Adversary Proceedings and
20 Claim Objections pertaining to the Foreclosed Properties that are the subject of the Rejected
21 Purchase Agreements (as defined below).

22 Based on the foregoing and other factors, the Debtor, in an exercise of its business
23 judgment, decided that it made better sense to reject 22 of the 28 all of the Purchase Agreements
24 relating to Foreclosed Properties (the "Rejected Purchase Agreements"), to stop seeking
25 recovery on such Foreclosed Properties, and to instead focus on selling the 17 Properties that
26 are non-Foreclosed Properties and continuing to litigate Adversary Proceedings and Claim
27 Objections related to six of the Foreclosed Properties.

1 The Debtor intends to seek to sell such non-Foreclosed Properties free and clear of liens,
2 claims, encumbrances, and interests (with certain exceptions), with such liens, claims,
3 encumbrances, and interests attaching to the proceeds of sale. Once non-Foreclosed Properties
4 are sold, to the extent a consensual resolution cannot be reached regarding the disposition of
5 sale proceeds as among the Debtor and any holders of Alleged Secured Claims and Alleged
6 Secured Liens (and possibly any Former Owners), the Debtor will litigate, in contested Claim
7 Objections or Adversary Proceedings, with the holders of Alleged Secured Claims and Alleged
8 Secured Liens (and possibly any Former Owners) pertaining to the non-Foreclosed Properties,
9 to determine their claims and, therefore, the appropriate distribution of the proceeds from the
10 sale of the subject non-foreclosed Property.

11 The Debtor already initiated seven adversary proceedings (the “Adversaries”) to
12 challenge certain Alleged Secured Claims and Alleged Liens, as well as certain foreclosures on
13 certain Foreclosed Properties. To date, five of the Adversaries were voluntarily dismissed and
14 the other two are pending.

15 The Debtor believes that the foregoing is more likely to result in a higher net benefit to
16 the estate than litigating all Adversary Proceedings and Claim Objections regarding the
17 Foreclosed Properties.

18 **D. WHAT DOES THE DEBTOR HOPE TO ACCOMPLISH IN THIS CHAPTER 11**
19 **CASE?**

20 *See Paragraph C above.*

21 **E. WHAT ARE THE PRINCIPAL DISPUTES OR PROBLEMS LIKELY TO BE**
22 **ENCOUNTERED DURING THE COURSE OF THE DEBTOR’S**
23 **REORGANIZATION EFFORTS?**

24 The principle disputes likely to be encountered during the course of the Debtor’s
25 reorganization relate to the Debtor’s efforts to recover interests in Properties purportedly
26 foreclosed upon pre-petition pursuant to the Adversaries and to challenge and eliminate some or
27 all of the Alleged Secured Claims and/or Alleged Liens pursuant to settlement, Adversaries,
28 Claim Objections, or other appropriate procedural means.

1 **F. HOW DOES THE DEBTOR RECOMMEND THAT THESE DISPUTES BE**
2 **RESOLVED AND WHY?**

3 The Debtor recommends that the disputes between the Debtor and the holders of the
4 Alleged Secured Claims (the “Alleged Secured Creditors”) and any parties that foreclosed on
5 the Foreclosed Properties be resolved through settlement, Adversaries, Claim Objections, or
6 other appropriate procedural means.

7 **G. HAS THE DEBTOR COMPLIED WITH ALL OF HER DUTIES UNDER 11**
8 **U.S.C. §§ 521, 1106 AND 1107 AND ALL APPLICABLE GUIDELINES OF THE**
9 **OFFICE OF THE UNITED STATES TRUSTEE?**

10 The Debtor submitted its 7-Day Package with the UST and the Debtor believes that the 7-
11 Day Package is now complete.

12 The Debtor timely filed its Schedules of Assets and Liabilities, Statement of Financial
13 Affairs (the “Schedules”) and other related documents on the Petition Date. On February 27,
14 2018, the Debtor filed amended Schedules (the “Amended Schedules”).

15 The Debtor appeared at its Initial Debtor Interview. The Debtor appeared at, and
16 participated in, its Section 341(a) Meeting of Creditors on September 9, 2017, which was
17 continued to November 21, 2017 to allow for additional questions by the UST and creditors that
18 appeared at the initial Section 341(a) Meeting of Creditors and so that the UST and such
19 creditors could also ask questions to Robert Sedlar, the Debtor’s President, who was unable to
20 attend the initial Section 341(a) Meeting of Creditors, at which the Steve Rogers, the Debtor’s
21 Managing Member and Vice President appeared on behalf of the Debtor. The Debtor attended,
22 and participated in, the continued Section 341(a) Meeting of Creditors held on November 21,
23 2017 through the appearance of Mr. Sedlar. The Debtor attended, and participated in, the
24 continued Section 341(a) Meeting of Creditors held on April 3, 2018 through the appearance of
25 Mr. Rogers and Mr. Sedlar and at the further continued Section 341(a) Meeting of Creditors held
26 on May 15, 2018. In connection with the foregoing Section 341(a) Meetings of Creditors, the
27 Debtor has produced numerous documents to the UST per its request. After the foregoing, the
28 UST concluded the Debtor’s Section 341(a) Meeting of Creditors.

1 **H. DO ANY PARTIES CLAIM AN INTEREST IN CASH COLLATERAL OF THE**
2 **DEBTOR?**

3 The Debtor believes that the Alleged Secured Creditors claim an interest in the rents
4 from the Debtor's Properties upon which the Alleged Secured Creditors have Alleged Liens as
5 the Alleged Secured Creditor's cash collateral. As discussed above, the Debtor disputes and
6 intends to challenge the Alleged Secured Creditors' Alleged Secured Claims and Alleged Liens.
7 With that said, the Debtor acknowledges that it cannot utilize any alleged cash collateral without
8 consent from the appropriate Alleged Secured Creditors or an order of the Bankruptcy Court.
9 Therefore, at present, the Debtor is not spending any rent proceeds from the Properties.

10 **I. IS THE DEBTOR USING CASH THAT ANY PARTY CLAIMS AS ITS CASH**
11 **COLLATERAL?**

12 Per Paragraph H, the Debtor is not using any cash that any party claims as its cash
13 collateral.

14 **J. THE IDENTITY OF ALL PROFESSIONALS RETAINED OR TO BE RETAINED**
15 **BY THE ESTATE, THE DATES ON WHICH APPLICATIONS FOR**
16 **EMPLOYMENT OF SUCH PROFESSIONALS WERE FILED, THE DATES ON**
17 **WHICH ORDERS WERE ENTERED, AND A GENERAL DESCRIPTION OF**
18 **THE TYPE OF SERVICES TO BE RENDERED BY EACH OR THE PURPOSE**
19 **OF THE EMPLOYMENT.**

20 On August 29, 2017, the Debtor filed and served its application to employ Levene, Neale,
21 Bender, Yoo & Brill L.L.P. as the Debtor's general bankruptcy counsel to, among other things,
22 prosecute the bankruptcy case, Avoidance Actions, and Claim Objections. On October 30, 2017,
23 the Court entered an order granting the application.

24 On September 20, 2017, the Debtor filed and served its application to employ Keller
25 Williams Realty and KW Commercial as the Debtor's real estate broker in connection with the
26 sale of any of the Properties. On November 3, 2017, the Court entered an order granting the
27 application.

28 On November 29, 2017, the Debtor filed and served its application to employ Landsberg
Law APC as the Debtor's special litigation counsel to represent the Debtor in regard to land-lord
tenant disputes, including unlawful detainer actions. On December 20, 2017, the Court entered

an order granting the application.

The Debtor intends to file applications to employ an accountant and special litigation counsel for a probate action regarding one of the Properties that is proceeding after the plaintiff therein obtained relief from stay.

K. IN OPERATING CASES, EVIDENCE REGARDING PROJECTED INCOME AND EXPENSES FOR THE FIRST SIX MONTHS OF THE CASE.

A true and correct copy of a cash flow budget for the first six months of the case is attached hereto as Exhibit “1,” which is the same budget that was attached to the First Report.

L. PROPOSED DEADLINES FOR THE FILING OF CLAIMS AND OBJECTIONS.

The Court set a general claims bar date of May 4, 2018 and the Debtor provided notice thereof to all creditors and parties in interest.

M. PROPOSED DEADLINE FOR THE FILING OF A PLAN AND DISCLOSURE STATEMENT.

As discussed above, the extent of equity in the Properties that can be utilized to fund a plan is largely dependent upon (1) the Debtor’s success in prosecuting the Adversaries and Claim Objections and (2) the ultimate sales price received from sales of the Properties. Given the foregoing, the Debtor respectfully submits that it is premature to set a deadline for the filing of a disclosure statement and plan.

On a related note, to date, the Debtor has sought and obtained extensions of the Debtor’s exclusivity periods.

N. A DISCUSSION OF ANY SIGNIFICANT UNEXPIRED LEASES AND EXECUTORY CONTRACTS TO WHICH THE DEBTOR IS A PARTY AND THE DEBTOR’S INTENTIONS WITH REGARD TO THESE LEASES AND CONTRACTS.

The Debtor is party to a number of month-to-month Rental Agreements pursuant to which the Debtor, as landlord, leases certain Properties back to the Former Owners or other third parties. Assuming tenants remain current on rent payment obligations, the Debtor intends to keep such Rental Agreements intact pending successful Claim Objections and subsequent sales

1 of Properties. With that said, as noted above, the Debtor may reject Sale Agreements and Rental
2 Agreements with Former Owners regarding many or all of the Foreclosed Properties.

3 **O. REQUEST TO CONTINUE STATUS CONFERENCE.**

4 The Debtor respectfully requests that the Chapter 11 Status Conference be continued for
5 120 to 180 days so that the Debtor can continue to facilitate its exit strategy. At that point, the
6 Debtor will have more to report to the Court.

7 Dated: December 26, 2018

GRAND VIEW FINANCIAL, LLC

8
9 By: Todd M. Arnold
10 TODD M. ARNOLD
11 LEVENE, NEALE, BENDER, YOO
12 & BRILL L.L.P.
13 Attorneys for Debtor and
14 Debtor in Possession
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EXHIBIT “1”

[illegible]

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled: **DEBTOR'S (1) FOURTH CHAPTER 11 CASE STATUS REPORT AND (2) REQUEST TO CONTINUE STATUS CONFERENCE** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **December 26, 2018**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Todd M Arnold tma@lnbyb.com
- Michael Jay Berger michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforruptcy.com
- Marcus T Brown marcus@marcusbrownlaw.com, sarah@marcusbrownlaw.com
- Matthew R. Clark bankruptcycfs@gmail.com, mclark@ecf.courtdrive.com
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- Erin M McCartney bankruptcy@zbslaw.com, emccartney@ecf.courtdrive.com
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- Bethany Wojtanowicz bethanyw@w-legal.com, BNC@w-legal.com
- Hatty K Yip hatty.yip@usdoj.gov
- Kristin A Zilberstein ecfnofications@ghidottilaw.com

2. **SERVED BY UNITED STATES MAIL:** On **December 26, 2018**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Robert N. Kwan
United States Bankruptcy Court
255 E. Temple Street, Suite 1682
/ Courtroom 1675
Los Angeles, CA 90012

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **December 26, 2018**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

December 26, 2018
Date

Lourdes Cruz
Type Name

/s/ Lourdes Cruz
Signature

Grand View Financial LLC
20 Largest
File No. 8277

Grand View Financial LLC
8939 S Sepulveda Blvd., Suite 103
Los Angeles, CA 90045

Kenneth G Lau
Office of the United States Trustee
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017

RSN U.S. BANK NATIONAL ASSOCIATION.
AS TRUSTEE, SUCCESSOR IN INTEREST
TO WACHOVIA BANK, NATIONAL
ASSOCIATION, AS TRUSTEE FOR J.P.
MORGAN MORTGAGE TRUST 2005-A3,
MORTGAGE PASS-THROUGH
CERTIFICATES
C/O RAS CRANE. LLC
BANKRUPTCY DEPARTMENT
10700 ABBOTT'S BRIDGE ROAD
SUITE 170
DULUTH, GA 30097

Amador County Tax Collector **RSN**
Attn: Michael E. Ryan
810 Court Street
Jackson, CA 95642

Angela Leung
3217 Acalanes Avenue
Lafayette, CA 94549-3206

Daniel Golden
21360 Crestwind Drive
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Robert & Pamela Gabriel
21 Richmond Hill Road
Greenwich, CT 06831-2525

Sunil & L. Lori Wadhwa
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